

Buchanan Co.

Teamsters #238 (Sheriff)

7/1/2004 6/30/2007

A G R E E M E N T

between

**BUCHANAN COUNTY
SHERIFF'S DEPARTMENT**

and

**CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 238,
affiliated with INTERNATIONAL BROTHERHOOD of TEAMSTERS**

July 1, 2004 to June 30, 2007

INDEX

	<u>Page #</u>
Agreement	1
Article 1 Recognition	1
Article 2 Employer Rights	1
Article 3 Non-Discrimination in Employment	1
Article 4 No Strike - No Lockout	2
Article 5 Separability and Savings	2
Article 6 Grievance Procedures and Arbitration	2
Article 7 Seniority	4
Article 8 Hours of Work and Overtime	6
Article 9 Holidays	7
Article 10 Request for Time Off	7
Article 11 Vacations	8
Article 12 Sick Leave	8
Article 13 Bereavement Leave	9
Article 14 Military Leave	9
Article 15 Jury Duty Leave	10
Article 16 Unpaid Leave of Absence	10
Article 17 Steward	10
Article 18 Dues Checkoff and Indemnification	11
Article 19 Visitation	11
Article 20 Bulletin Board	11
Article 21 Safety	12
Article 22 Insurance	12
Article 23 Uniforms	12
Article 24 Payday	13
Article 25 Shift Pay	13
Article 26 Longevity	12
Article 27 Duration	14
Exhibit A - Wages	15
Exhibit B - Equipment Inventory List	16
Letter of Understanding	17

A G R E E M E N T

THIS AGREEMENT entered into this 1st day of July, 2004, by and between BUCHANAN COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Buchanan County Sheriff's Department, including all regular full-time and regular part-time Sergeants, Patrol Deputies, Civil Office Deputy, and Jailers as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3285, dated September 17, 1986, which excludes all elected officials, Sheriff, Chief Deputy, Jail Administrator, Office Administrator, and all other employees excluded by Section 4 of the Public Employment Relations Act.

ARTICLE 2 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public employer by law.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

The Employer and the Union agree that exceptions to all Articles of this Agreement may be granted in order for the Union and/or the County to comply with provisions of the Americans with Disabilities Act; however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and given the opportunity to review the same and propose alternatives. No exceptions will be made without the other party's consent.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with his/her immediate supervisor within three (3) days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within three (3) days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and

witnesses as they know them to be. Within ten (10) days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) days after the date of the Sheriff's or his designated representative's answer given in Step 1.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s).

It is recognized and accepted by the Union and the Employer that the processing of grievances as herein provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during the normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form, as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

ARTICLE 7 SENIORITY

Seniority means an employee's length of continuous service in the bargaining unit since their last date of hire. For the purpose of layoffs and transfers, seniority will be administered on a job classification basis. For example, if a Jailer is selected to fill a Deputy Sheriff opening, his/her seniority as a Deputy Sheriff is computed from the date he/she transferred to the Deputy Sheriff classification. The original date of hire is used for benefit accrual; however, the least senior person in the Deputy Sheriff classification would be the first affected by a layoff. There will be two (2) seniority lists, a full-time list and a part-time list. Part-time seniority is not transferable to full-time; however, a part-time employee's seniority will go back to the original date of hire and the benefits available to them will be computed on a pro rata basis. Job classifications in the unit are Civil Sergeant, Detective Sergeant, Patrol Sergeant, Deputies, Jailers, part-time Jailers, and Civil Office Deputy.

A probationary employee is an employee who has not successfully completed twelve (12) months of service, unless said employee has attended a law enforcement academy or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, in which case the probationary period shall be six (6) consecutive months or until successful completion of the Academy or training facility program, whichever is longer. During the probationary period, such employee may be removed or discharged by the Sheriff without cause.

This probationary period for Deputy Sheriffs is in addition to any other probationary period an employee must serve, even if the employee has completed a different probationary period.

A jail employee shall serve a probationary period of six (6) months and completion of his/her mandatory training. During the probationary period, a jail employee may be removed or discharged by the Sheriff without cause.

A seniority list shall be posted on or before July 1 of each year and shall be updated as needed. The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least seniority in the classification affected will be removed first, provided, however, the Sheriff may deviate from this procedure if necessary to ensure retention of qualified personnel who can satisfactorily perform the work available, in the judgment of the Employer. Provided reasons for such deviations are provided the affected employee in writing. The employee removed can then replace any employee with less bargaining unit seniority, provided the employee is qualified to perform the work available and the "bumping" is allowed by Civil Service. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work, unless arrangements have been made with the Sheriff, while on sick leave or unpaid leave of absence, or giving false reason for obtaining a leave of absence.
- (d) One (1) day per year of absence without notice to the Employer unless evidence satisfactory to the Sheriff is presented showing that the employee was physically unable to give notice. Notice of absence shall be entered on the radio log.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within seven (7) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (h) Employee retires.
- (i) An employee is absent from work for any reason for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter, unless otherwise agreed to by the Sheriff and the Union.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive sixty (60) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 HOURS OF WORK AND OVERTIME

The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours or work or pay per week. Determination of daily and weekly hours of work shall be at the sole discretion of the Employer.

The normal workweek for all employees shall consist of forty-two and one-half (42 1/2) hours. The Sheriff will establish a schedule for identifying available shifts of work. Shifts will be selected according to the following procedure on an annual basis: It is recognized and understood by the parties that certain Deputies must work certain shifts because job duties or skills are best utilized during certain time frames. After these Deputies have been placed on the schedule, the remaining shifts will be selected by employees on the basis of seniority. Only full-time positions are subject to the shift selection procedure. Part-time hours are excluded from the selection procedure.

A shift vacancy due to a quit, retirement, etc. will also be selected by seniority, provided the employee has the necessary skills and qualifications to perform the work.

If the schedule is changed by the Sheriff for an entire classification, shifts will be rebid on the same basis as described above. This does not apply to individual temporary shift changes which are necessary due to absences, training requirements, etc.

Employees shall receive, when possible, a thirty (30) minute lunch period scheduled by the Employer as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift employees. Employees shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday.

Overtime. At the Sheriff's discretion, all time worked in excess of forty-three (43) hours will be paid at time and one-half (1 1/2) the employee's hourly rate or time and one-half (1 1/2) compensatory rate. The choice between compensatory time will be at the discretion of the Sheriff. Paid leaves, holidays, and vacation time shall not be counted as working time for the purpose of determining overtime. The Sheriff will allow up to forty-three (43) hours of compensatory time to be earned each fiscal year.

Compensatory time must be used by the end of the fiscal year or paid in cash.

Call Back. All employees called back after his/her regular shift shall be paid a minimum of two (2) hours pay at his/her straight time hourly rate of pay. Such time will count as time worked when calculating overtime.

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff or his designated representative.

Pay for time not worked does not count toward the computation of overtime.

ARTICLE 9 HOLIDAYS

Regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, Presidents' Day, Columbus Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, one-half (1/2) day on Good Friday and one-half (1/2) day on Christmas Eve.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate, plus the employee shall be allowed an additional day off with pay. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

Part-time employees shall be paid time and one-half (1 1/2) the employee's straight time rate for all hours worked on said holiday.

For each holiday which falls on an employee's regular day off, the employee shall be entitled to an additional day off with pay at a later date. These additional days may be carried over from one year to the next and taken in no less than four (4) hour increments.

For Office Deputies, a holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on a Sunday shall be observed on the following Monday. For Deputies and Jailers who work on schedules where operations are continuous shall observe holidays on the days on which they actually occur.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

An employee on layoff or leave of absence is not eligible for holiday pay.

ARTICLE 10 REQUEST FOR TIME OFF

Except in emergencies, requests for time off shall be made in writing to the Sheriff or his/her designees at least five (5) days in advance of the desired time off. The employee's request for time off shall be granted or denied within twenty-four (24) hours of the request. If the request is made on a weekend or when the Sheriff or his/her designee is off, then the answer does not have to be made until the next workweek (i.e., a request made on Saturday would not need to be answered until Tuesday). Once a day off is approved, it will not be changed except in emergencies.

ARTICLE 11 VACATIONS

Regular full-time employees shall be entitled to paid vacations as follows:

After one (1) years of continuous full-time service, two (2) weeks
After ten (10) years of continuous full-time service, three (3) weeks
After eighteen (18) years of continuous full-time service, four (4) weeks

Vacation time cannot be carried over from one year to the next unless approved in writing by the Sheriff.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. Vacations shall be granted on a "first come, first served" basis. If more than one request is received at the same time, seniority shall govern. The employee shall submit a written request for vacation prior to the requested time off. The request shall be presented to the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments and in no case less than four (4) hours.

Upon resignation, layoff, or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked.

ARTICLE 12 SICK LEAVE

Accumulation. Sick leave shall be accrued by a regular full-time employee at the rate of two (2) days for each month, to a total of one hundred twenty (120) days. An employee who has exhausted all their sick leave may be granted accumulated vacation leave with pay. If an employee has been on sick leave one (1) day during the month, he/she shall accrue only one (1) day sick leave. If employee uses two (2) or more sick days in a month, he/she shall accrue no sick leave for the month. Exception: If an employee is on a certified medical leave of absence that requires a leave of absence for at least three (3) days but less than fifteen (15) calendar days, he/she shall still accumulate two (2) days for that month. If the leave is longer than fifteen (15) calendar days, sick leave will not accrue for that month.

After an employee has completed one (1) full year of no sick leave usage, and every six (6) months (July and January) thereafter no usage, the employee will be granted one (1) casual day with pay. Effective July 1, 1991, all employees currently at the maximum accumulation of one hundred twenty (120) days will receive one (1) casual day after six (6) months of no usage.

Use of Sick Leave. Accumulated sick leave may be used for disabling or confining personal illness, injury, or pregnancy, including on-the-job injury or disability. A medical doctor's written verification of illness or injury may be required at any time.

Work-Related Injury. Any time lost during the first three (3) days following a work-related injury will not be charged against the employee's sick leave balance, provided a doctor's excuse is furnished to the Sheriff and the Personnel Office.

Notification. **When** absences due to sicknesses are necessitated, the employee shall notify the Sheriff or designated representative prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Probationary Employees. Probationary employees, with less than sixty (60) days' service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

ARTICLE 13 BEREAVEMENT LEAVE

In the event of death of a regular full-time employee's spouse, child, step child or parent, said employee shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a regular full-time employee's parent-in-law, brother or sister, said employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a brother-in-law, sister-in-law, grandparent or grandchild, an employee may be allowed time off with pay, not to exceed one (1) day.

Employees will also be granted one (1) day with pay to attend funerals of friends and relatives other than immediate family.

ARTICLE 14 MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

**ARTICLE 15
JURY DUTY LEAVE**

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work as soon as possible.

**ARTICLE 16
UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence may be granted, at the discretion of the Sheriff, for a period not to exceed six (6) months duration, for illness and other legitimate reasons. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn any leaves or other benefits;
- (c) does not contribute to retirement programs;
- (d) must reimburse the Employer for all group hospital and medical insurance premiums, if coverage is desired;
- (e) does not accrue seniority after sixty (60) days.

If the unpaid leave of absence is taken pursuant to the federal Family and Medical Leave Act, the County will follow the provisions of the law and County policy.

**ARTICLE 17
STEWARD**

The Employer recognizes the Union's right to have a steward. Said steward to be elected by the employees or appointed by the Union from among the employees in the unit.

The authority of the Job Steward or his/her alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

- (a) The review and presentation of grievances with the Sheriff or his designated representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues if payroll deduction is not used, and then only when authorized by appropriate Local Union action.

(c) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information

1. have been reduced to writing;

2. if not reduced to writing, are of a routine nature and do not involve any violation of the no strike, no lockout article.

ARTICLE 18 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 19 VISITATION

The authorized representative of the Union, who has been previously identified by the Union to the Sheriff for each visit, will be permitted to visit the Sheriff's office to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 20 BULLETIN BOARD

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying materials pertinent to its members and other information having to do with Union business. Nothing derogatory shall be put on this bulletin board.

ARTICLE 21 SAFETY

The parties will set up a safety committee consisting of three (3) people, one (1) person selected by the Employer; one (1) person selected by the Union; and one (1) person mutually agreed upon. The Committee will determine if unsafe conditions exist. If the Committee determines an unsafe condition exists and it is not corrected within thirty (30) days, then the Union will have a right to proceed through the grievance procedure.

ARTICLE 22 INSURANCE

The Employer agrees to pay all but \$10.00 per month for the single premium and all but \$40.00 of the family premium for each eligible regular full-time employee for Health and Major Medical group program of the Employer's choice. The Employer will pay the single premium for the County-provided dental insurance program.

ARTICLE 23 UNIFORMS

Section 23.1 Deputies. Each regular full-time Deputy shall initially be provided with uniforms and equipment as provided in Exhibit B of this Agreement. Thereafter, at the beginning of each fiscal year, the County will budget Four Hundred Dollars (\$400.00) for an annual uniform allowance as listed herein for each Deputy to be used for the maintenance, repair and replacement of uniforms and equipment as prescribed in Exhibit B of this Agreement.

Section 23.2 Jailers and Civil Officer Deputies. A uniform allowance of up to Two Hundred Dollars (\$200.00) will be allowed for each regular full-time Jailer, and One Hundred Dollars (\$100.00) will be allowed for each regular part-time Jailer and the Civil Officer Deputy for each fiscal year of this Agreement. All uniform purchases must have prior approval of the Sheriff, which approval will not be unreasonably denied.

Section 23.3 On or before May 1 of each year, the Sheriff or his designee will advise each employee of the amount left in his/her uniform allowance allotment. The employee will be given the opportunity to make necessary purchases or will agree to his/her balance being used for a fellow bargaining unit employee's uniform needs.

Section 23.4 Each Deputy will be supplied with a "Point Blank" or "Second Chance" type bullet proof vest, which will be replaced the month prior to the expiration date on the vest. The cost of the vest is not to be deducted from the uniform allowance and will be born solely by the County.

ARTICLE 24
PAYDAY

Payday shall be every other Friday. In the event this day is a holiday, the preceding day shall be payday.

ARTICLE 25
SHIFT PAY

The following shift pay will be for Jailers only:

Ten cents (\$.10) per hour for the swing shift and second shift
Fifteen cents (\$.15) per hour for the third shift

ARTICLE 26
LONGEVITY

After four (4) years of full-time continuous service, Fifteen Dollars (\$15.00) per month.

After eight (8) years of full-time continuous service, Thirty Dollars (\$30.00) per month

After twelve (12) years of full-time continuous service, Forty-Five Dollars (\$45.00) per month.

After sixteen (16) years of full-time continuous service, Sixty Dollars (\$60.00) per month.

After twenty (20) years of full-time continuous service, Seventy-Five Dollars (\$75.00) per month.

After twenty-five (25) years of full-time continuous service, Ninety Dollars (\$90.00) per month.


**ARTICLE 27
DURATION**


THIS AGREEMENT shall be in full force and effect from July 1, 2004 to and including June 30, 2007.


Signed this 1st day of July, 2004.


BUCHANAN COUNTY
SHERIFF'S DEPARTMENT

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By 
Chair, County
Board of Supervisors

By 
Secretary-Treasurer

By 
Sheriff

By 
Business Representative

Acknowledged by:


Employer Representative

**EXHIBIT A
WAGES**

	Effective			
<u>Deputies</u>	<u>7 - 1 - 0 3</u>	<u>7 - 1 - 0 4</u>	<u>7 - 1 - 0 5</u>	<u>7 - 1 - 0 6</u>
Start/non-certified	\$14.73	\$15.14	\$15.59	\$16.06
Start/certified	\$15.18	\$15.60	\$16.07	\$16.55
End of probation	\$16.16	\$16.60	\$17.10	\$17.61
Two years	\$16.54	\$16.99	\$17.50	\$18.03
Sergeants	\$17.07	\$17.54	\$18.07	\$18.61
 <u>Jailer</u>				
Start	\$9.31	\$9.57	\$9.86	\$10.16
Six months	\$10.07	\$10.35	\$10.66	\$10.98
One year	\$10.92	\$11.22	\$11.56	\$11.91
Two years	\$11.77	\$12.09	\$12.45	\$12.82
 <u>Civil Office Deputy</u>				
Start	\$8.78	\$9.02	\$9.29	\$9.57
Six months	\$9.50	\$9.76	\$10.05	\$10.35
One year	\$10.29	\$10.57	\$10.89	\$11.22
Two years	\$11.09	\$11.39	\$11.73	\$12.08

EXHIBIT B

EQUIPMENT INVENTORY LIST - DEPUTY SHERIFFS

Uniform

Winter shirts (3)
Summer shirts (3)
Pants - combination summer/winter (3)
Tie (2)
Sheriff's style felt hat (1)
Sheriff's style straw hat (1)
Winter hat with ear protection (1)
Winter duty jacket (long) (1)
Lightweight spring/fall jacket (1)
Insulated vest (1)
Severe weather gear (1)
Boots or shoes (choice of one)
Rubber boots (1)
Riot helmet (1)
Rain coat (1)
Badges (coat-hat-shirt-wallet ID - 1 each)
Name tag (1)
Collar insignia (1)

Equipment

Semi-automatic handgun (1)
Shotgun: Police Riot Style (1)
Handcuffs (1)
ASP baton (1)
Complete leather set
Ring (one each key, baton, flashlight)
Hand-held portable radio with charger and carry case (1), lapel,
microphone and batteries
Shooting muffs (1)

Squad Car

Rechargeable flashlight with charger (1)
First Aid Kit
Fire extinguisher (1)
Blanket (1)
Ticket book holder (1)
Accident report holder (1)
100 ft. tape measure (1)

Additional Equipment Camera, vehicular safety screen, moving radar unit, fuses, PBT device, etc. will be issued as deemed necessary by the Sheriff.

LETTER OF UNDERSTANDING
between
BUCHANAN COUNTY SHERIFF'S DEPARTMENT
and
CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 238, affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

It is hereby agreed to and understood that the parties agree that during the life of this Agreement, the insurance coverage referred to in Article 22 shall remain the same to the current plan. There will be no changes made in insurance coverage unless bargained for between the Union and the County.

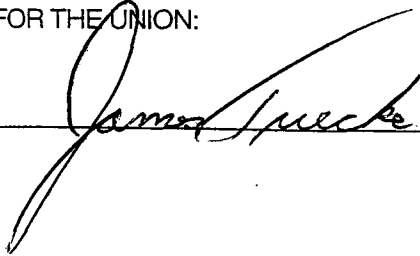
Employees will be responsible for the following deductible, out-of-pocket maximum, office visit co-pays and prescription drug co-pays.

	Effective 1-1-05	Effective 1-1-06	Effective 1-1-07
Deductible			
Single	\$250	\$500	\$500
Family	\$500	\$750	\$750
OPM			
Single	\$500	\$500	\$500
Family	\$750	\$750	\$750
*Office Visit	\$10	\$10	\$10
*RX			
Generic	\$5	\$5	\$5
Name Brand (formulary)	\$15	\$15	\$15
Name Brand (non-formulary)	\$30	\$30	\$40

*Employee co-pays for office visits and prescription drugs will be applied toward the deductible and out-of-pocket maximum. The employee is still responsible for the office visit and prescription co-pays even if the employee has met the deductible and out-of-pocket maximum.

Dated this 1st day of July, 2004.

FOR THE UNION:



FOR THE EMPLOYER:

